

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SELENA STALEY, VIVIAN HOLMES,  
and OLIVE IVEY, on behalf of  
themselves and all others  
similarly situated,

Plaintiffs,

-v-

FSR INTERNATIONAL HOTEL INC.  
d/b/a FOUR SEASONS HOTELS AND  
RESORTS, HOTEL 57 SERVICES,  
LLC, HOTEL 57, LLC, TY WARNER  
HOTELS & RESORTS LLC, and H.  
TY WARNER,

Defendants.

22-cv-6781 (JSR)

ORDER

On February 2, 2023, plaintiffs moved to compel disclosure of the Hotel Management Agreement ("HMA") executed between defendants. After consideration of the parties' briefs on the subject and an in camera review of the HMA, the Court rules as follows:

First, the defendants are instructed to unredact the following portions of the HMA:

- Page 5, Art. I, Sec. 1.01, Subsection (u), entitled "Comparable Hotel," except for the final clause beginning "provided that," which may remain redacted.
- Part 45, Art. VIII, Sec. 8.04, entitled "Centralized Purchasing," except for the portion of subsection (a)

beginning "which is currently" and ending "total cost of purchase," which may remain redacted.

- Pages 47-50, Art. IX, Secs. 9.01-9.03, entitled "Name of Hotel," "Interest of Operator in Proprietary Materials," and "Use of Proprietary Materials by Owner."
- Pages 54 through 57, Art. X, Secs. 10.05-06, entitled "Manner of Payment of Fees and Charges, Costs and Expenses," and "Payment of Available Cash."
- Pages 61 through 69, Arts. XIII-XV, entitled "Repairs, Replacements, Maintenance, and Improvements," "Damage to and Destruction of the Hotel," and "Expropriation."
- Pages 70 through 76, Art. XVII, entitled "Insurance."
- Pages 80 through 84, Art. XVIII, Secs. 18.07-09, entitled "Right of First Offer," "Owner's Buy-Out Right," "Operator's Buy-Out Right."
- Pages 86 through 89, Art. XIX, Secs. 19.05-06, entitled "Owner's Right to Terminate" and "Owner's Additional Rights to Terminate."
- Pages 90 through 91, Art. XIX, Secs. 19.08, entitled "Use of Proprietary Materials Following Termination."

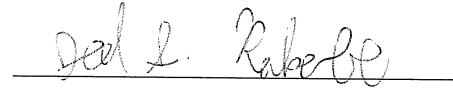
Second, defendants are directed to produce to plaintiffs' attorneys the newly redacted HMA -- including any amendments made

to it -- subject to a "Confidential -- Attorneys' Eyes Only" designation.

SO ORDERED.

Dated: New York, NY

March 2, 2023

A handwritten signature in cursive script, reading "Jed S. Rakoff", is written over a horizontal line.

JED S. RAKOFF, U.S.D.J.